

APPROVED BY CHATHAM COUNTY ENGINEER Tom S. 1977
 COUNTY ENGINEER

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF ENGINEER & SANITATION Henry 1977
 DIRECTOR

APPROVED BY METROPOLITAN PLANNING COMMISSION Bill 1977
 SECRETARY/DEPUTY SECRETARY

APPROVED IN OPEN COURT THIS 15 DAY OF NOVEMBER 1977
William H. Stuckey
 CHATHAM COUNTY COMMISSIONER

ATTEST Clara
 CLERK

GENERAL NOTES:

1. ALL STREETS ARE PRIVATE AND TOGETHER WITH COMMON AREAS ARE TO BE MAINTAINED BY THE GEORGETOWN COMMUNITY REPAIR ASSOCIATION, INC.
2. ALL AREA WITHIN LIMITS OF BOUNDARY LINES AND OUTSIDE OF LOTS INDICATED IS TO BE CONSIDERED AS COMMON AREA.
3. FINISH FLOOR ELEVATION OF ALL HABITABLE STRUCTURES SHALL BE A MINIMUM OF 1.0 FEET ABOVE SEA LEVEL IN ORDER TO COMPLY WITH THE COMMUNITY WATER AND SEWER SYSTEM.
4. ALL ELEVATIONS BASED ON W. L. L. DATUM.
5. ALL CONCRETE SHOW "C" INDICATE CONCRETE MONUMENTS.
6. COURT MARK MARKERS TO BE INSTALLED AT ALL COURTS.
7. DASHED LINES SHOW EXISTING PAVEMENT.
8. REFERENCE SURVEY BY STUCKEY & SIMMER, FOR GEORGETOWN ASSOCIATES, DATED MAY 28, 1974.
9. PROPERTY LINES HAVE BEEN VERIFIED IN THE FIELD.



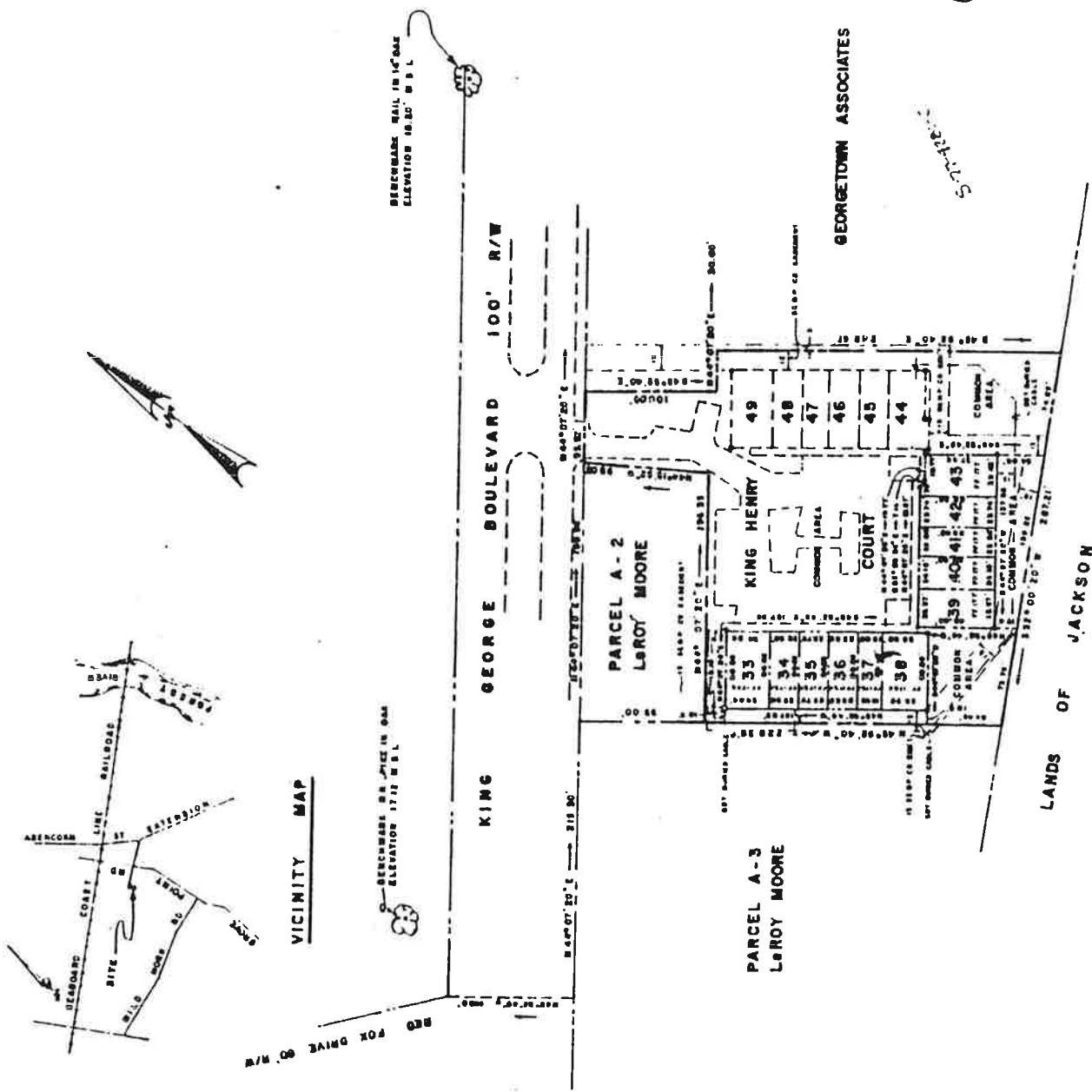
PHASE ONE, PART B
 GEORGETOWN TOWNHOMES
 BEING A PORTION OF THE HENDRIX TRACT
 CHATHAM COUNTY, GEORGIA
 FOR
 LEROY MOORE
 1111 KING GEORGE BOULEVARD
 SAVANNAH, GEORGIA 31405

O-45

SCALE 1" = 60'
 ALL BEARINGS REFER TO MAGNETIC NORTH
 OCTOBER 25, 1977

LESTER, RODDENBERRY AND ASSOCIATES
 LAND AND CONSTRUCTION SURVEYS
 SAVANNAH, GEORGIA 31406

S. M. B. PAGE



ERROR OF CLOSURE 1/11226"
 TOTAL ACRES 1.74 ACRES
 TOTAL NUMBER OF LOTS 11

RECEIVED FOR RECORD
 NOV 21 1977
 CIVIL ENGINEERING

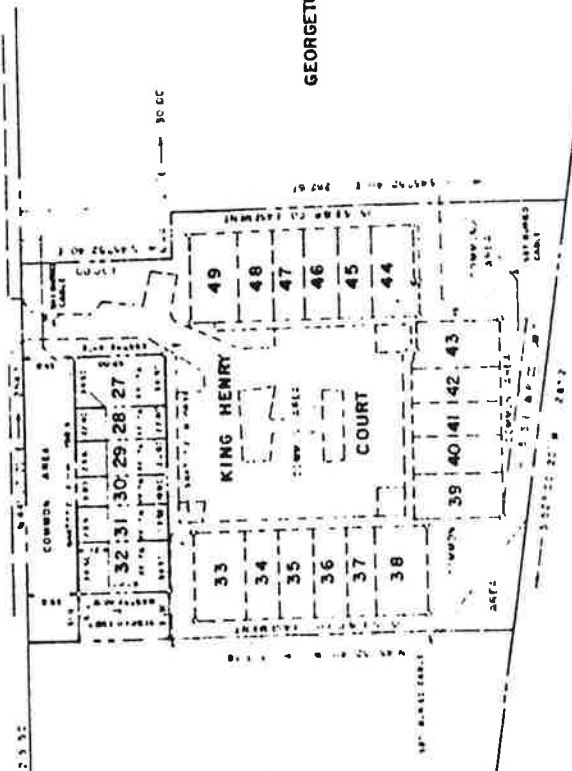
11 30 PM '71



VICINITY MAP

BENCHMARK, N.E. CORNER OF
ELEVATION 1470.43

KING GEORGE BOULEVARD 100' R/W



PARCEL A-3
LEROY MOORE

GEORGETOWN ASSOCIATES

PHASE ONE, PART C
GEORGETOWN TOWNHOMES

BEING A PORTION OF THE HENRIETTA TRACT
CHATTAHOOCHEE COUNTY, GEORGIA

FOR
LEROY MOORE
1111 KING GEORGE BOULEVARD
SEVANNAH, GEORGIA 31405

0-53

SCALE 1" = 60'

DECEMBER 2, 1971

FOR RECORD WITH PLAT

LANDS OF JACKSON

ERROR OF CLOSURE 1/13,642
TOTAL ACRES 2.17 ACRES
TOTAL NUMBER OF LOTS 6

GENERAL NOTES

1. ALL UTILITIES AND STRUCTURES IN THE COMMON AREA ARE TO BE MAINTAINED BY THE DEVELOPER. THE DEVELOPER'S ASSOCIATION IS TO BE FORMED AT THE TIME OF THE COMMENCEMENT OF CONSTRUCTION.
2. ALL UTILITIES AND STRUCTURES IN THE COMMON AREA SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
3. THE MINIMUM FLOOR LEVEL FOR ALL HABITABLE STRUCTURES SHALL BE A MINIMUM OF 1.5 FEET ABOVE FINISHED GRADE. IN ORDER TO COMPLY WITH THE MINIMUM OF 1.5 FEET ABOVE FINISHED GRADE, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF STORM DRAINAGE SYSTEMS TO BE CONNECTED TO COMMUNITY SEWERAGE SYSTEMS.
4. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
5. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
6. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
7. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
8. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
9. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
10. ALL UTILITIES AND STRUCTURES TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF ATLANTA ORDINANCES AND THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



PAUL HOWARD LESTER
L.P.E. No. 1314

LESTER, RODDENBERRY AND ASSOCIATES
LAND AND CONSTRUCTION SURVEYS
SAVANNAH, GEORGIA 31406

C. N. B. PAGE 1/3

APPROVED BY CHATTAHOOCHEE COUNTY ENGINEER *[Signature]*
 APPROVED FOR CHATTAHOOCHEE COUNTY DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF ENGINEERING & SANITATION *[Signature]*

APPROVED BY METROPOLITAN PLANNING COMMISSION *[Signature]* 1979
 SPECIFIED IN OPEN COURT THIS DAY OF *[Date]* 1979
 ATTEST *[Signature]*

- GENERAL NOTES:**
1. ALL STREETS AND UTILITIES SHOWN ON THIS PLAN ARE TO BE CONSIDERED AS EXISTING UNLESS INDICATED OTHERWISE.
 2. ALL LOTS ARE TO BE CONSIDERED AS UNIMPROVED UNLESS INDICATED OTHERWISE.
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**PHASE ONE, PART D
 GEORGETOWN TOWNHOMES**
 BEING A PORTION OF THE HENRICH TRACT
 CHATTAHOOCHEE COUNTY, GEORGIA
 FOR
LEROY MOORE
 1111 KING GEORGE BOULEVARD
 SAVANNAH, GEORGIA 31408

SCALE 1" = 30'
 JANUARY 6, 1979

LESTER, RODDENBERRY AND ASSOCIATES
 LAND AND CONSTRUCTION SURVEYS
 SAVANNAH, GEORGIA 31408

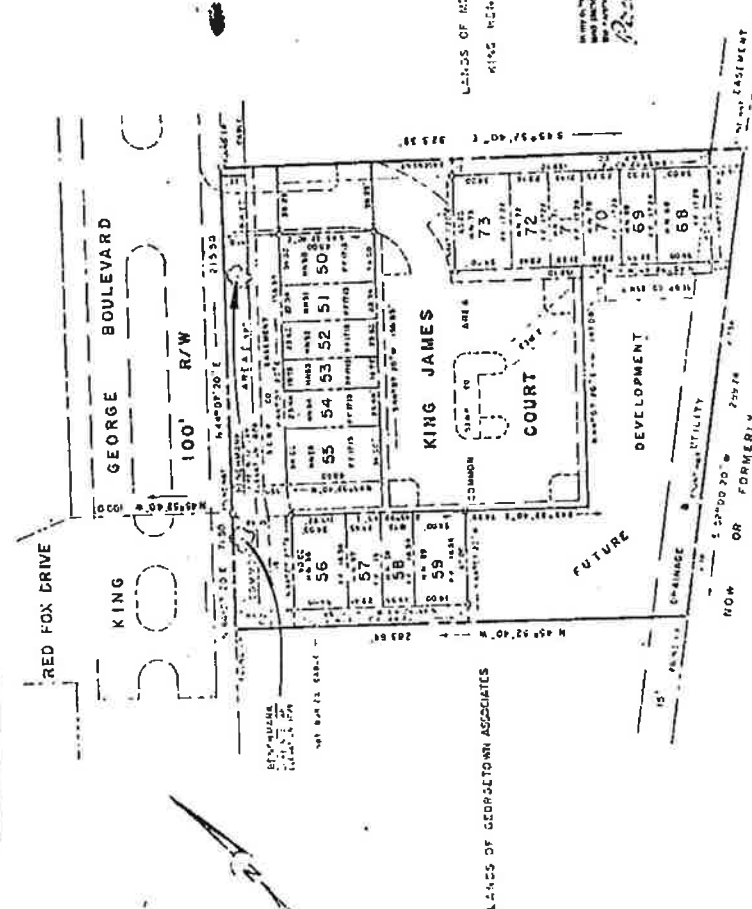
S U B S PAGE 8



[Handwritten signature]
 PAUL RODDENBERRY
 CHATTAHOOCHEE COUNTY, GEORGIA



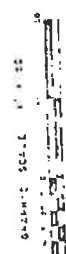
VICINITY MAP



EQUIPMENT
 1/4" X 30" THERMOPLASTIC & 200' TAPE
 ANGULAR ERROR PER ANGLE POINT = 0"00'02"

1.52 ACRES
 3.254 ACRES
 16
 ADJUSTED

GRAPHIC SCALE 1" = 30'



APPROVED BY CHATHAM COUNTY ENGINEER _____ 5-28-68

APPROVED FOR CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH DIVISION OF ENGINEERING & SANITATION _____ 5-28-68

APPROVED BY METROPOLITAN PLANNING COMMISSION _____ 5-28-68

SECRETARY OF HEALTH DEPARTMENT _____ 5-28-68

APPROVED IN OPEN COURT THIS _____ DAY OF _____ 1968

CHATHAM COUNTY CLERK _____

ATTEST _____

GENERAL NOTES

1. ALL STREETS ARE AN ADEQUATE WIDTH AND THE PROPERTY LINES ARE TO BE MAINTAINED BY THE GEORGETOWN COMMUNITY SERVICES ASSOCIATION AND INDICATED BY THE BOUNDARY LINES AND LOT OR TRACT LOTS INDICATED IS TO BE CONSIDERED AS COMMON AREA.
2. ALL ELEVATIONS BASED ON M.S.L. 1985.
3. DRAINAGE IS TO BE DRAINAGE TO THE SEASIDE DRAINAGE SYSTEM WITHIN 100 FEET FROM SEA LEVEL IN ORDER TO COMPLY WITH THE 100 YEAR FLOOD PLAIN.
4. SANITARY SEWER AND WATER TO BE CONNECTED TO THE SEWER AND WATER MAINS.
5. DRAINAGE FEATURES ARE TO BE USED FOR THE INSTALLATION OF SEWER DRAINAGE FEATURES.
6. ALL CONCRETE WORK IS TO BE DONE BY THE INSTALLATION OF SEWER DRAINAGE FEATURES.
7. DRAINAGE IS TO BE DRAINAGE TO THE SEASIDE DRAINAGE SYSTEM WITHIN 100 FEET FROM SEA LEVEL IN ORDER TO COMPLY WITH THE 100 YEAR FLOOD PLAIN.
8. REFERENCE SHOULD BE MADE TO THE CHATHAM COUNTY ASSOCIATE PLANNING COMMISSION REPORT DATED MAY 25, 1968, PAGE 133.
9. PROPERTY LINES HAVE BEEN VERIFIED IN THE FIELD.

ALL RIGHTS OF WAY EASEMENTS AND RIGHTS FOR PUBLIC USE AS NOTED ON THIS PLAN ARE HEREBY DECLARED FOR THE USE INTENDED

T-48

Handwritten signature and notes

**PHASE ONE, PART E
GEORGETOWN TOWNHOMES**

BEING A PORTION OF GEORGETOWN
CHATHAM COUNTY, GEORGIA

FOR

LEROY MOORE

8111 KING GEORGE BOULEVARD
SAVANNAH, GEORGIA 31406

SCALE _____ DATE _____

PREPARED BY _____

RODDENBERRY AND ASSOCIATES

1000 AVENUE OF THE CITIES
SAVANNAH, GEORGIA 31406

S. M. F. _____

VICINITY MAP

RED FOX DRIVE

KING GEORGE BOULEVARD

100' R/W

ARTIFICIAL ISLAND

SEWER

WATER

LANDS OF GEORGETOWN ASSOCIATES

LANDS OF MOORE HOMES

KING HENRY COURT

KING JAMES COURT

COMMON AREAS

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STATE OF GEORGIA)
COUNTY OF CHATHAM)

677

FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GEORGETOWN
(GEORGETOWN TOWNHOMES)

THIS DECLARATION, made this 25th day of April, 1977,
by GEORGETOWN ASSOCIATES and LEROY MOORE, hereinafter called
"Declarants".

W I T N E S S E T H

WHEREAS, Leroy Moore is the owner of that certain
tract or parcel of real property located in Georgetown,
Chatham County, Georgia, and being more particularly described
on that certain Exhibit "A" attached hereto and by reference
made a part hereof; and,

WHEREAS, said property is a portion of the overall
development known and designated as "Georgetown";

NOW, THEREFORE, Declarants hereby declare that the
said property, together with such additions as may hereafter
be made thereto as provided in Article I, shall be held,
transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements, charges and liens set
forth in the "DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GEORGETOWN" (Declaration), dated June 7, 1974, recorded in
the office of the Clerk of the Superior Court of Chatham
County, Georgia, in Record Book 106-E, Page 521, and subject
to the covenants, restrictions, easements, charges and liens
set forth hereinafter in this Supplementary Declaration.
Georgetown Townhomes shall be a "Parcel" of Georgetown as
defined in said Declaration.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY DECLARATION

Section 1. Existing Property. The real property
which is, and shall be held, transferred, sold, conveyed and

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HASLAM &
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14 EAST STATE STREET
SAVANNAH, GEORGIA

678

occupied subject to this Supplementary Declaration is located in Georgetown, Chatham County, Georgia, and is more particularly described in Exhibit "A" hereto attached. Said property (also referred to herein as "Parcel") is known as Georgetown Townhomes, King Henry Court.

Section 2. Additions to Existing Property. Added property may become subject to this Supplementary Declaration by the Declarant filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, or by making any conveyance subject to this Supplementary Declaration.

Section 3. Definitions. The definitions contained in the Declaration of Covenants and Restrictions for Georgetown are hereby specifically incorporated herein by reference, including but not limited to the definitions of lots, assessable living units, residences, and common area.

ARTICLE II

PARCEL ASSESSMENTS

Section 1. Purpose of Assessments. Parcel assessments on the property shall be used exclusively for the purpose of:

- (a) Improvement, maintenance and operation of Parcel Common Area and exterior maintenance in accordance with the provisions of this Supplementary Declaration and of the Declaration of Covenants and Restrictions for Georgetown, and used by the residents of the Parcel;
- (b) Purchasing group services, including but not limited to street lighting, grass cutting and administration.
- (c) Providing exterior maintenance upon each lot which is subject to Parcel assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

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In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or 679 through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Parcel assessment to which such lot is subject.

Section 2. Method of assessment. The assessment shall be levied by the Association against each lot in the Parcel, and collected and disbursed by the Georgetown Community Services Association. By a majority vote of the directors, the Board of Directors of the Georgetown Community Services Association shall fix the annual parcel assessment and date or dates such assessment becomes due, all of which is more specifically provided in the Declaration of Covenants and Restrictions for Georgetown.

Section 3. (a) Basis of Assessment. The methods, procedures, rules and basis for the Parcel Assessment shall be the same as for the General Assessment, as set forth in Article V of the Declaration.

(b) Maximum Annual Assessment. Until January 1 of the year following commencement of the Parcel Assessment for Georgetown Townhomes, the maximum annual Parcel Assessment shall be Three Hundred Twenty-Four Dollars (\$324.00), payable in equal monthly installments of \$27.00 each.

Section 4. Parcel Committees. The Board of Directors of the Georgetown Community Services Association shall by appropriate resolution appoint such committees among the residents of the Parcel as it shall deem appropriate for the proper administration of the Parcel, including but not limited to a committee to make recommendations with reference to the Annual Parcel Assessment.

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ARTICLE III

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Georgetown Associates and to each and every person who shall hereafter purchase any lot in the Georgetown Townhomes that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

Section 2. Enactment. Pursuant to the provisions of the Declaration of Covenants and Restrictions for Georgetown, the Architectural Review Board has established the protective covenants set forth below which are hereby established, promulgated and declared to be the Protective Covenants for the Georgetown Townhomes. All lots in said Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. Land use. All lots contemplated in the Parcel shall be, and the same hereby are, restricted exclusively to residential use. No structures of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn or other outbuilding shall be allowed on any portion of the Parcel at any time either temporarily or permanently.

Section 4. Freehold Estate. Each lot shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof and of the By-Laws of the Georgetown Community Services Association.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Residences on said lots to maintain during the period of construction and sale of

said Residences, upon such portion of the property as the builder may deem necessary, such facilities as in the sole 681 opinion of the builder may be reasonably required, convenient or incidental to the construction or sale of said Residences, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective Owners in their respective Residences, provided that they are not kept, bred or maintained for any commercial purpose and do not endanger the health or in the sole descretion of the Board of Directors, unreasonably disturb the Owner of any Residence or any resident thereof.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed or permitted to remain on the property which may endanger the health of or unreasonably disturb the Owner of any Residence or any resident thereof. No business activities of any kind whatever shall be conducted in any Building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the builder, his agents or assigns during the construction and sale period.

Section 8. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, wood-piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio area.

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Section 9. Patios and Common Area. Except in the individual patios which are a part of the individual Residences, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors or their designated representatives. In addition to the right of ingress and egress, the Owners of Residences shall enjoy such uses of all of said property outside their respective Residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Parcel and is necessary for the protection of said Owners.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property in the Parcel or upon any structure situated upon the Parcel.

Section 11. Leasing of Residences. Entire Residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

Section 12. Utility Easements. There is hereby created a blanket easement upon, across, over, through, and under the Parcel for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarants, the Association or the providing utility or service company to install and maintain

facilities and equipment on said Parcel, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all lots and the roofs and exterior walls of all residences and buildings, provided disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Parcel except as programmed and approved by the Declarants prior to the conveyance of the first lot to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Properties which may be created by a separately recorded instrument or subdivision or other plat.

Section 13. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Parcel, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as established by the aforementioned Declaration of Covenants and Restrictions for Georgetown. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development of the properties.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to

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14 EAST STATE STREET
SAVANNAH, GEORGIA

the Parcel and the General Common Area, as described in the Declaration, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the General Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner as provided in the Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family or his tenants, who reside on the property.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Parcel and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the

elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs With Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachments. The common area, the individual lots and the residences built thereon shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the builder. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Administration of the Parcel shall be vested in the Georgetown Community Services Association, Inc. as provided in the Declaration. Every person who is the record Owner of a fee or undivided fee interest in any Residence which is subject by covenants of record to Assessment by the Association shall be a member of the Association. Included as a member of the Association is the builder so long as it is a record Owner as herein provided. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for membership in the Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time

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14 EAST STATE STREET
SAVANNAH, GEORGIA

his membership in the Association, together with his undivided interest in the funds and assets of the Association, shall automatically cease.

Section 2. Classes. The Association shall have classes of membership as provided in the Declaration. Owners of lots in Georgetown Townhomes shall be Class A members.

Section 3. Application of Declaration, By-Laws and Association Rules. All present and future owners, tenants and occupants of each lot shall be subject to and shall comply with the provisions of this Supplementary Declaration, the Declaration of Covenants and Restrictions for Georgetown, the By-Laws and Rules and Regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such lot, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both or other appropriate relief maintained by the Board of Directors on behalf of the Association or in a proper case, an aggrieved owner himself.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration and of the Declaration of Covenants and Restrictions for Georgetown. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

687

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, as defined in the Declaration, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Inspection of Books and Records. Any first mortgagee or any owner shall have the right to examine the books and records of the Association within normal business hours.

IN WITNESS WHEREOF, the Declarants, Georgetown Associates and Leroy Moore have caused these presents to be duly executed by its authorized officers and its corporate seal affixed thereon, this 25th day of April, 1977.

GEORGETOWN ASSOCIATES

By: [Signature]
General Partner

Signed, sealed and delivered in the presence of:

[Signature: Alton S. Lowe]
[Signature: Lynn C. Shearouse]

Notary Public, Chatham County, Georgia
LYNN C. SHEAROUSE
Notary Public, Chatham County, Georgia
My Commission Expires April 12, 1980

[Signature: Leroy Moore] (L.S.)
LEROY MOORE

Signed, sealed and delivered in the presence of:

[Signature: Alton S. Lowe]
[Signature: Lynn C. Shearouse]

Notary Public, Chatham County, Georgia

FRIEDMAN,
HASLAM &
WEINER, P.C.
14 EAST STATE STREET
SAVANNAH, GEORGIA

LYNN C. SHEAROUSE
Notary Public, Chatham County, Georgia
My Commission Expires April 12, 1980

688

EXHIBIT "A"
TO FOURTH SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GEORGETOWN
(GEORGETOWN TOWNHOMES)

ALL that certain lot, tract or parcel of land situate, lying and being a portion of the Hendrix Tract, Chatham County, Georgia and being known as Georgetown Townhomes, Phase I, as shown on that certain subdivision map of Georgetown Townhomes, Phase I, prepared for Moore Homes, Inc. by Paul Howard Lester on March 26, 1977 and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book N, Page 28. For a more particular description of said property reference is made to said subdivision map.

Filed For Record At... 4:21... O'Clock... P... M. On The
27 Day Of... April... 1977
Recorded In Record Book... 108-1... Folio... 477
On The... 27 Day Of... April... 1977

CLERK, SUPERIOR COURT, CHATHAM CO. GA

FRIEDMAN,
HASLAM &
WEINER, P.C.
14 EAST STATE STREET
SAVANNAH, GEORGIA